

**TOWN COUNCIL
WORK SESSION MEETING**

Monday, January 4, 2021

7:30 pm

Municipal Building

Dial-In 301-715-8592 Meeting ID: 86008316885

Agenda

- I. Call to Order
- II. Roll Call
- III. Moment of Silence
- IV. Pledge of Allegiance to the Flag of the United States of America
- V. Approval of Agenda
 - a. Minutes from December 7th and 16th, 2020
- VI. Brief Presentation from Oxon Hill UMC Church Pastor Mija Cho (3min)
- VII. Public Period (limit 2 minutes)
- VIII. Reports
 - a. Treasurer
 - b. Public Works Director
 - c. Lobbyist, Greenwill Consulting
 - d. Code Enforcement
 - e. Ombudsman
 - f. Police Chief
 - g. Town Administrator
- IX. Councilmember/Mayor Report
 - a. Ward I
 - b. Ward II
 - c. Ward III
- X. Legislation
 - a. Resolution 01-2021 A Resolution of the Mayor and Council of the Town of Forest Heights, Maryland to approve the employment and appointment of Zavion Adams as a Police Officer to serve within the Forest Heights Police Department and to approve a Reimbursement Agreement
- XI. New Business
- XII. Adjournment

**Town of Forest Heights
Town Meeting – 8:00 PM
Wednesday, December 16, 2020
Virtual
Meeting Minutes**

Call to Order: 7:59PM

Roll Call: CM Atkinson, CM Kennedy II, CW Hines, CM Barnes, Mayor Muhammad and CW Noble present; quorum established virtual; CM Washington was not presented.

Moment of Silence

Pledge of Allegiance

Approval of Agenda: Motion by CW Hines to approve the agenda; seconded by CM Barnes; motion passed all in favor.

Public Period -- Ms. Brown from Mohican Drive notice in the Town newsletter that there was a Senior exercise group meeting and she wanted to know why the exercise group were able to meet in the months of October through December if the Town Hall was closed. Muhammad informed her that someone will reach out to her to respond to her question.

Legislation:

Resolution 73-20: A Resolution to authorize the Mayor to distribute Christmas Bonuses to the Town Employees; introduced by Mayor Habeeb-Ullah Muhammad; motion by CW Hines to waive the full reading; seconded by CM Kennedy II; all in favor; discussion; None. motion by CM Kennedy II to adopt Resolution 73-20; seconded by CW Hines; discussion; CW Noble asks how many employees will be receiving the Town Christmas bonus Muhammed respond 13 that none of the Police officers will receive a bonus this year. vote (6) yes; (0) no; motion passed.

New Business:

Mayor Muhammad mention that the Town will be hosting a Toy Drive Thru Giveaway December 19th from 2-5PM at the Municipal Building everyone that's volunteer will be asked to wear a face covering there will be a Oxon Hill and Forest Heights Police Department Santa Claus Fire Truck run through the Town on December 23rd that would be at 5:00 o'clock on Wednesday December 23rd.

Adjourned 8:10pm

**Town of Forest Heights
Treasurer's Report
December 31, 2020**

	Bank Acct
	Balance
	<u>12/30/20</u>
TD Bank General Fund	324,949.63
TD Bank Rainy Day Fund	160,132.40
TD Bank Speed Camera	3,415,410.84
TD Bank Municipal Money Market	<u>213,664.59</u>
	<u>4,114,157.46</u>

General Fund Highlights:

1. Real Estate Tax distribution - \$21,028.41
2. Cares Act Grant distribution - \$146,087.00
3. Solar Energy redeemed - \$406.87

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

December 30, 2020

Town Appearance:

- Maintenance and upkeep of the Community Park next to Henry's
- Daily Trash pickup on both sides of the town
- Monthly inspection of the Tot Lot
- Patching of potholes
- Reporting of Street light outages
- Leaf Pick up
- Cleaning storm drains and curbs of leaves and grass
- Cutting/removal of fallen trees
- Maintaining the Pet Waste Stations
- Monitoring of the Bigbelly Trash Compactors

Town Infrastructure:

- **N. Huron Drive**
 - David Cox (DPIE) ESC inspector has final inspection (TBD)
 - ADA has recommended that guy wire be removed and replaced with recommended 7-8 ft. clearance in front of # 209 in order to come into compliance.
 - Crosswalks has been painted
 - Invoice # 4 is being processed
 - Asphalt patch in front of #109 to be replaced
 - Attend weekly conference call meetings
 - Participate in all onsite meetings
- **Sachem Drive – Hill:**
 - Met with Raja El-Awar (FES) and Mr. Joe Hawkins at Sachem Hill walk the site and to make contact with the residents whose property will be affected by the Erosion and Stabilization of the hill.
 - Took part in conference call with FES, Joe Hawkins and Mr. Robinson. Mr. El-Awar went through the procedure/steps to moving forward with the project. Weather permitting, it is projected to finish at the earliest, February 28th and the latest, March 15th.
 - Mr. Al-Awar sent a "Schedule of Values" for the "Erosion and Stabilization" project on the hill on Sachem Dr.
- Painting Speed Humps and curbs (ongoing)
- RFP needed for the sidewalks that will need repairing or replacing.
- RFP needed for the streets that will need patching

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

- Both parties, Goode Trash & TOFH, working together for a better solution to eliminate the excess trash in the streets. This is an ongoing effort. There are still a number of complaints coming in from the town's residents.
- The three (3) year salt agreement with SHA has been renewed by the council.
- Landscaping/Snow Removal contract has been approved by council.
- Received maps from Emily Clifton (LID) 11/17/20 which shows possible BMP's for TOFH Storm Water Management issues. They will present a few more options to consider.
- The DPW has been tasked to remove the brick Forest Heights sign at the entrance to the Municipal Building in order to make room for the new electronic sign. The price for the removal by a contractor was too costly. Taken down 12/03/20
- DPW along with Mrs. Hawkins have been in communication with the contractors, Weisman Electric and Kerley Signs to facilitate the installation of the new Electronic Town sign.
- Weisman Electric's subcontractor placed underground conduit for the Town's Electric Sign. Weisman has stated that we should be on the schedule in the next tow to three weeks to complete their part of the process.

- **Cree Drive**
 - I walked Cree Dr. with Mr. Raja Al-Awar (FES) to get his perspective of what might be the BMPs in order to mitigate the water flow. We walked the backyards of #5,7,9 and 11. We also took note of the number of houses that discharged water onto the streets. He will send his assessment next week, after which an RFP is expected to be sent out.

Pavement is heavily distressed/cracked due to a number of overlays and groundwater run-off. Residents have sent in numerous complaints about Cree Dr., this has not been overlooked or forgotten. There have been a number of inspections performed pertaining to Cree Dr. Government agencies, Contractors, WSSC, as well as Engineering Firms have looked at the cause of the breakdown of the pavement. The water has been tested by PG Department of the Environment to try to determine its origin. It is still to be determined. It is believed that approx. 50% of the water source may be coming from the homeowner. It's not in the best interest of the street to repair one or two areas, as the water has not ceased to flow. To repair Cree Drive, it will be a very intensive and expensive venture.

- **Rolph Drive**
 - The Pervious Concrete Sidewalk has started faulting and cracking. Mr. Drew Parks (Z-Con Concrete) came out to inspect the sidewalk. He has provided the town with a cost estimate (\$8,319.61) to clean and repair the sidewalk.
 - An email was sent out to Jenni Woolworth (AD Marble) and Neil McAnney (Scheibel) concerning the breakdown of the Pervious Sidewalk concrete. After having to convince them of the need, they both agreed to send out a representative. I met with each representative and walked the length of the sidewalk to do a through inspection. It has been agreed that the sidewalk needs to be repaired.

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

Building Infrastructure:

- Conducted an informal assessment of the condition of the 606 Modoc Lane building in terms of being secure and winterized.
- Contacted Value Dry for a Waterproofing inspection of 606 Modoc's basement
- Removed large telephone poles from 606 Modoc lot to make room for Police Trailer
- Temporary safety fence around construction project at 606 Modoc La.
- Custom Sneeze Guards has been ordered for the Administration office.
- The Town Hall building is being cleaned and sanitized daily by DPW
- Abe Sbitan (Property Solutions came in a second time on 12/10/20 to do a disinfecting of the building with Micro Mist.
- Outside toilet and sink was ordered because the Municipal building was closed due to COVID-19.

Equipment Maintenance

- Tennant repaired ATLV Leaf Vac
- Large Leaf Vac in for repairs at Byrd Tractor

Other Areas:

- Answering Resident Communication
 - Making/receiving phone calls, follow ups and meetings with contractors and vendors daily
 - Purchase of Face shields and disposable Hooded coveralls
-

CODE ENFORCEMENT REPORT DECEMBER 2020

Date	Violation Type	Amount	Location	Status
12/1/2020	Civil Citation	\$500.00	207 Seneca Dr	pending
12/10/2020	Civil Citation	\$500.00	5519 Livingston Rd	pending
12/10/2020	Civil Citation	\$500.00	5601 Livingston Rd	pending
12/11/2020	County B Permit	\$273.56	14 Cree Dr	paid
12/15/2020	Town B Permit	\$50.00	113 Onondaga Dr	paid
12/15/2020	Town B Permit	\$50.00	827 Quade Dr	paid
12/16/2020	Civil Citation	\$200.00	5519 Livingston Rd	pending
12/21/2020	Town B Permit	\$50.00	5803 Sachem Dr	paid
12/21/2020	Civil Citation	\$250.00	5805 Choctaw Dr	pending
12/29/2020	Vacant Property	\$250.00	5807 Black Hawk Dr	paid
12/29/2020	County B Permit	\$296.73	5710 Shawnee Dr	paid
12/29/2020	Civil Citation	\$500.00	6001 Terrell Ave	pending
Total		\$3,420.29		

TOWN OF FOREST HEIGHTS
AUTOMATED SPEED ENFORCEMENT OMBUDSMAN
December 2020
Ombudsman Report
Ronald B Govan

For the month of December, the Town of Forest Heights had

- **15** Late fees requested
- **13** Late fee requests granted
- **5** Cancel citation

FOREST HEIGHTS POLICE DEPARTMENT DECEMBER REPORT

Incident Type Total

911 DISCONNECT	13
ACCIDENT	6
ANIMAL COMPLAINT	1
ARMED PERSON	1
ASSAULT	1
ASSAULT COMBINED	1
ASSIST FIRE EMS	3
ATT SUICIDE COMBINED	1
BREAK IN IN PROGRESS	4
BREAK IN REPORT	1
CHECK WELFARE	5
CHECK WELFARE COMBINED	4
CHECK WELFARE MENTAL	1
CPR COMBINED	1
DISORDERLY	5
DOMESTIC	3
DOMESTIC W/ WEAPON	1
FAMILY DISPUTE	2
GUNSHOTS	1
HIT AND RUN	1
LOST PROPERTY	3
LOUD MUSIC COMPLAINT	1
MISC POLICE INCIDENT	12
MISSING PERSON	1
PARTY COMPLAINT	1
PREMISE CHECK	141
PROPERTY DAMAGE	3
REPORTED T/A ROBBERY	1
RESIDENTIAL ALARM	8
STOLEN VEH	2
SUBJECT STOP2	
SUSPICIOUS AUTO	3
SUSPICIOUS OCC AUTO	2
THEFT FROM AUTO	1
THEFT REPORT	1
TRAFFIC COMPLAINT	5
TRESPASSING COMPL	1
UNKNOWN TROUBLE	9
VANDALISM	1
VEHICLE ACCIDENT COMBINED	2
Total Calls -->	256

Happy New Year!!!!!!!!!!!!!!!!!!!!!!

***PLEASE DON'T FORGET TO LOCK YOUR
CAR DOORS!!!!!!!!!!!!!!***

***Do not leave a running car unattended. It
is a crime***

***Forest Heights Police Department will be
bringing many community programs to
the town this year. Please watch out***

Fortitude Honor Peacemaker Devoted

STATISTICAL REPORT

Parking Citations Issued 4

Arrest-10

Impounds-56

Reports-64

Growth & Enhancement of Forest Heights Police Department

As you know, the Forest Heights Police Department has grown significantly of late in terms of personnel, vehicles and needed safety and support equipment.

Over the last two months, with approval by the Mayor and Town Council, the Police Chief has filled two Police Lieutenant positions as part of his plan to provide the necessary management and leadership to sustain more efficient and effective operations, as well as realize the goal of providing 24-hour police protection for Forest Heights.

At present there are a total of 12 sworn police officers on staff within the department. And, plans are currently underway to hire a thirteenth officer which would complete the department goal of 13 as the authorized strength. There are also three other administrative staff members employed within the police department.

With regards to this growth and enhancement, and to give you an idea of the police department organizational structure, I have attached a working draft copy of the organizational chart produced by the department.

For more information, please contact the Police Chief.

Town Council Work Session Report For 1.4.21 (Town Administrator)

Sachem Drive Slope Stabilization Project

In October, the Town Council adopted Resolution 55-20 approving the company FES Group, LLP to stabilize portions of the failing steep slopes adjacent to Sachem Drive.

The project will protect against further erosion of the slope and vulnerable areas against potential mudslides into the roadway.

After a recent commencement meeting with the contractor, work for the project began a couple of weeks ago in the form of surveying and the taking soil samples. Engineering and designing of the retaining wall structure will follow as the next step.

Depending on weather factors related to construction and the efficiency of the permitting process, the anticipated completion date for the project is the end of February or early March.

For more information, please contact the Public Works Director.

New McDonald's Planned for Forest Heights!

The McDonald's Corporation has plans to rebuild the existing restaurant on Livingston Road and has recently shared those plans with the Town staff. The newly planned building will consist of an updated and more modern design you may have noticed in other areas of the metro area.

The project is currently in the permitting stages with the County and will likely not be completed until the end of the year.

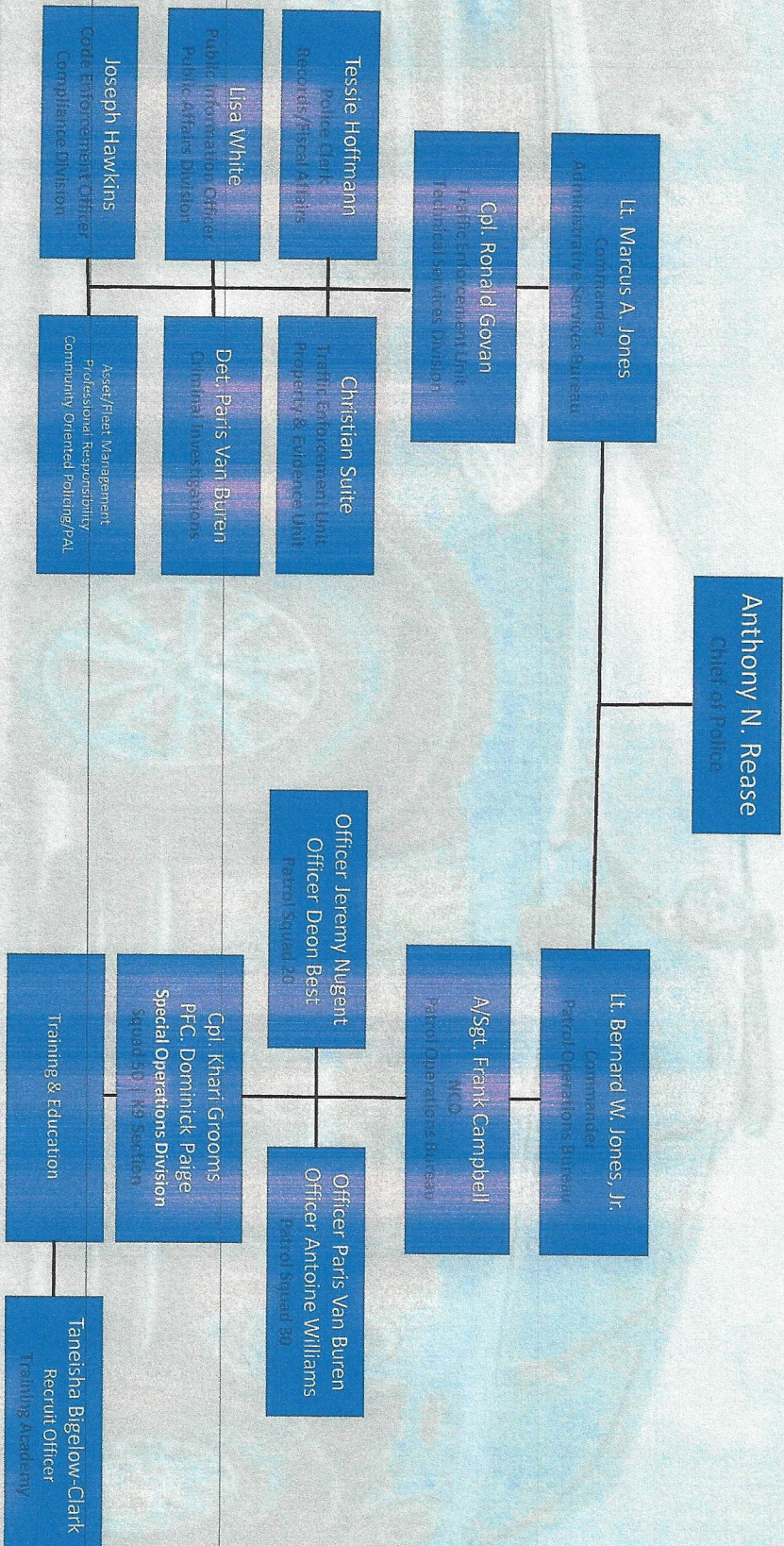
The new design and aesthetics of the planned restaurant will help improve and modernize the look of the Livingston Road commercial corridor which contains most of the commercial businesses within the Forest Heights corporate limits.

A copy of an architectural rendering of the new building is attached to this report.

For more information, please contact the Town Administrator.



The Town of
Forest Heights
POLICE DEPARTMENT
Anthony Rease, Chief of Police



TOWN OF FOREST HEIGHTS
RESOLUTION 01-2021

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT OF ZAVION ADAMS AS A POLICE OFFICER TO SERVE WITHIN THE FOREST HEIGHTS POLICE DEPARTMENT AND TO APPROVE A REIMBURSEMENT AGREEMENT

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other state law and to operate the Town government; and

WHEREAS, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

WHEREAS, pursuant to Section 23.2 of the Town Ordinance Code, certain minimum qualifications for police officers is stated therein, and the Chief of Police has verified to the Mayor and Council that the candidate is of good moral character and emotionally stable, as determined by a comprehensive background investigation, which includes fingerprinting of the applicant and a search made of local, state and criminal records, including a check of military, selective service, school and credit agency records; and

WHEREAS, pursuant to General Order No. 2016-1 (Ch. 2, § 3) sworn personnel will remain on probation until successfully completing twelve (12) consecutive months of full time employment with the FHPD and authorized by the FHPD Chief of Police as having successfully completed the probation period; and

WHEREAS, the Council finds that Zavion Adams has shown that he has the necessary experience, training, MPTC certifications and knowledge to serve as a Police Officer in the Police Department and it is in the best interest of the Town to appoint Mr. Adams as a Police Officer, and

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby consents to the Mayor's appointment of Zavion Adams as Police Officer at the annual salary of \$50,000.00; and

BE IT FURTHER RESOLVED, that said officer's salary shall be paid from line item 7378 Salary from the FY2021 Budget; and

BE IT FURTHER RESOLVED, that the Town Council hereby approves the Reimbursement Agreement, attached hereto and incorporated herein, as Exhibit 1, which requires

TOWN OF FOREST HEIGHTS
RESOLUTION 01-2021

said officer to reimburse the Town in an amount not to exceed \$5,000 should he be unwilling to serve for the requisite minimum of three (3) years.

AND BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

PASSED this ____ day of January 2021.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

ATTEST:

THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Mayor Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of January 2021 with _____ Aye votes and ____ Nay votes the aforesaid Resolution 01-2021 passed.

Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHT POLICE OFFICER
REIMBURSEMENT AGREEMENT

THIS AGREEMENT, effective as of _____ (the "Effective Date"), by and between _____ ("Employee"), and THE TOWN OF FOREST HEIGHTS, MARYLAND, a Maryland Municipal Corporation, 5508 Arapahoe Drive, Forest Heights, Maryland 20745 (the "Town").

RECITALS:

WHEREAS the Town desires to hire the Employee to serve as a police officer and desires to make such employment contingent upon certain conditions; and,

WHEREAS the Town will incur significant costs in connection with the hiring, training and outfitting of the Employee as a new police officer; and,

WHEREAS the purpose of this Agreement is to ensure that the Town receives the services of a police officer for a minimum of three (3) years in order that the Town may recoup the investment of time and money expended in training and outfitting the Employee.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Employee and the Town agree as follows:

1. The term of this Agreement begins as of the Effective Date of hire and expires thirty-six (36) months after the Effective Date of hire.
2. The Employee will serve in a probationary status for a period of twelve (12) months from the Effective Date of this Agreement. During the period of probation, the Employee is an "employee at will" and the Mayor, based on the Chief's recommendation may, in his/her sole discretion, terminate the Employee with or without cause.
3. The Town agrees to provide all necessary uniforms, equipment, materials and training in order to prepare the Employee for assuming the duties of a Forest Heights Police Officer. In particular, the Employee may be required to attend, at the Town's expense, police training including but not limited to the Comparative Compliance Course (Law Enforcement Review Class) at the Public Safety and Security Institute at PGCC, which may cost approximately \$735.00 or more. The Town's police department will also pay for a ballistic vest.
4. Upon completion of required initial training, the Employee shall serve as a Forest Heights Police Officer in any duty assignment or location designated by the Chief of Police or his designee.
5. The Employee shall comply with all policies, procedures, rules and requirements of the General Orders of the Forest Heights Police Department existing at the time of this Agreement and as are issued from time to time, the Town's personnel and police directives, and the Town of Forest Heights Ordinance Code.

6. The Employee and the Town agree that by hiring the Employee, the Town has lost the opportunity to hire other qualified candidates and that the Town has incurred substantial expense in hiring, paying wages, training and outfitting the Employee.

7. The Employee agrees that the total cost to the Town is extensive and difficult to determine to a reasonable degree of specificity.

8. The Employee agrees to pay a sum not to exceed \$5,000.00 to the Town as liquidated damages in the event that the Employee terminates his/her employment with the Town for any reason or otherwise breaches this Agreement, or if the Town terminates the Employee's employment during the term of this Agreement as expressed in paragraph 1 above. The amount repaid to the Town is not as a penalty; rather it is a partial reimbursement for expenses incurred by the Town. The amount of liquidated damages to be paid by the Employee is calculated as follows:

a. If the Employee's termination date is within twelve (12) months of the Effective Date of this Agreement, the Employee shall pay the amount of \$1,667.00 to the Town.

b. If the Employee's termination date is between twelve (12) and twenty-four (24) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$3,333.00.

c. If the Employee's termination date is between twenty-four (24) and thirty-six (36) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$5,000.00.

9. Termination for reasons of a physical or mental incapacity that precludes the Employee from performing the duties of a police officer shall not constitute a breach of this Agreement if a licensed physician approved by the Town certifies that the Employee is unable to perform the duties of a police officer.

10. In the event that the Employee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.

11. Within five (5) days of the Effective Date of this Agreement the Employee shall, in writing, withdraw his or her name as a potential candidate for employment with all other law enforcement agencies.

12. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

13. The waiver of any covenant or condition by the Town shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the Town may have pursuant to the terms of this Agreement.

14. In the event of breach of this Agreement, the Employee agrees and consents to the Town withholding any and all sums due to the Employee from the Town, to include wages, contributions to the Employee's retirement accounts and unpaid leave as a setoff against the liquidated damages described above. The Employee further agrees to pay all court costs, attorney's fees and other costs incurred by the Town in an action to enforce this Agreement and/or to collect the liquidated damages provided for herein.

15. Assignment. This Agreement may not be assigned to any other person, firm or organization without the express written consent of Town.

16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

17. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

EMPLOYEE:

WITNESS

Name:

THE TOWN OF FOREST HEIGHTS

WITNESS

By: _____
Habeeb-Ullah Muhammad, Mayor